

**CHANDIGARH ADMINISTRATION
TRANSPORT DEPARTMENT,
U.T., CHANDIGARH.
IMPORTANT INSTRUCTIONS**

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure to produce the original documents such as EMD, Affidavit, Eligibility Documents and other necessary documents physically within the prescribed time limit.
3. The Earnest Money Deposit amounting to **Rs. 1,95,000/- (Rupees: One Lakh Ninety Five Thousand only)** for the Food Court, Office Purpose/Institute at first floor, ISBT, Sector 43 as mentioned in **ANNEXURE-A** to the tender documents in the form of Fixed Deposit Receipt/Bank Guarantee as drawn on any Scheduled bank at Chandigarh with validity of 60 days beyond of the opening of bid (Total validity of 240 days) in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh. Earnest Money in any other form is not acceptable and the tender shall be liable to be treated as invalid.
4. The Tenderer may submit the balance sheet of last two years (2016-2017 and 2017-2018) having turnover of Rs. 50,00,000/- (Rupees Fifty Lakh only) annually in each year of the same field/Business duly audited by the Chartered Accountant alongwith the attested copy of valid Income Tax Returns of two years (2016-2017 and 2017-2018) with the technical bid.
5. The EMD and Eligibility Documents should be provided on or before the closing date of bid mentioned in the Tender Notice.
6. Financial/Price Bid should be quoted after considering the reserve price mentioned in the annexure-A to the tender documents on the website and single price bid for both the Halls mentioned in Annexure-A to the tender documents should be quoted in Electronic Format only.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	The bidder shall submit the name of the Individual/firms/ Companies/Organisation/Location of its office with complete address both residential and permanent alongwith documentary proof and Telephone/Email/Fax Nos.
2.	The bidder shall submit the Bid Guarantee (Earnest Money Deposit) of requisite amount as per Annexure-'A' in the form of Fixed Deposit Receipt/Bank Guarantee from any of the scheduled bank in an acceptable form, which should be valid for 60 days beyond of the opening of bid (Total validity of 240 days) and drawn in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh.
3.	The bidder shall submit the Terms and conditions duly signed/Technical bid of all pages and financial/Price Bid quoted in Electronic Format.
4.	The bidder shall submit an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/firm.
5.	The bidder shall submit the copy of audited balance sheet having turnover of Rs. 50,00,000/- annually in each year (2016-2017 and 2017-2018) in the same Business/field has been attached or not.
6.	The bidder shall submit the copy of the attested copy of valid Income Tax returns for financial year 2016-2017 and 2017-2018 Certificate issued by the competent authority in r/o tenderer.
7.	The bidder shall submit the attested copy of valid PAN/TAN No./GST No. issued by the Competent Authority in respect of the tender.
8.	Any other relevant information.

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

**OFFICE OF THE DIVISIONAL MANAGER CTU & DIRECTOR TRANSPORT
UNION TERRITORY, CHANDIGARH**

(Plot No. 701, Industrial Area Phase – 1, Chandigarh)

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/firms/Organisations/Banks/Companies/Multinational Companies/Institutions etc for the allotment of the Food Court, Office Purpose/Institute at 1st Floor, ISBT, Sector-43, Chandigarh as per detail mentioned at **Annexure 'A'** to the tender documents on the website for the commercial purposes i.e. for their office purposes/stores/Sale-cum Exhibition/Educational Institute on licence basis for 6 (Six) years on the terms and conditions as specified by the Chandigarh Transport Undertaking, Chandigarh. The Food Court, Office Purpose/Institute will be allotted on "**As is and where is**" basis. No extra facility will be provided at any later stage. The premise/Food Court, Office Purpose/Institute can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43, CTU/Assistant Controller (F&A)/Station Supervisor, ISBT-43/Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the Food Court, Office Purpose/Institute/premise as mentioned at **Annexure 'A'** to the tender documents and may read the important instructions on the website and thereafter, they may quote their rates after going through the reserve price.

1. Tenderers are required to quote their rates per month for a period of 6 (six) years with annual increase of 10% of the immediately preceding monthly license fee.
2. Each Tenderer must submit EMD in physical form a FDR/Bank guarantee amounting to **Rs. 1,95,000/- (Rs. One lakh Ninety Five Thousand only) as mentioned as per ANNEXURE-A** to the tender notice as drawn on any Scheduled bank at Chandigarh in favour of the Director Transport, U.T., Chandigarh in the office of Divisional Manager, CTU & Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase-I, Chandigarh on or before **14.08.2019 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through FDR/Bank guarantee in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.
3. The tenderers can download the detailed bid documents from the website of Chandigarh i.e. <http://etenders.chd.nic.in/nicgep/app>. or <http://chandigarh.gov.in> or <http://chdctu.gov.in>. Tender documents completed in all respect duly signed on each page must be uploaded on the above said website on or before **14.08.2019 upto 14.00 hours**. The tenders shall be opened **on the same day at 15.00 hours** in the presence of the tenderers who may wish to attend in the office of the Divisional Manager, CTU & Director Transport, UT, Chandigarh. Financial bids of only those bidders will be opened who qualify the technical bid and the date for which will be intimated later on. No tender shall be accepted in physical form under any circumstances.
4. The pre-bid meeting will be held on **29.07.2019 at 11.30 AM** in the office of General Manager, CTU, Plot No. 701, Industrial Area, Phase 1, Chandigarh.
5. The Director Transport, U.T., Chandigarh shall have every right to (a) cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.
6. The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 am to 5.00 pm in case of any query/clarification regarding e-tendering process (Phone No. 0172-2679003 Extn. 216) or Helpline No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector-9-D, Chandigarh.

Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

Sr. No.	Premises/Sites	Size of the Premises	Reserve Price per month excluding taxes (Rs.)	Status of the Premises/ Remarks	Earnest Money Deposit (EMD) Rs.
1	Food Court/ Educational Institute/office purposes at First Floor, ISBT 43	105 feet x 42 feet x 175.9 feet	1,34,784/-	Vacant	1,95,000/-

(A) ELIGIBILITY CRITERIA

- i) Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individuals/firms/Organisations/Banks/Companies/Multinational companies/Institutions etc. for the allotment of Food Court, Office Purpose/Institute at 1st floor, ISBT, Sector-43, Chandigarh on licence basis for a period of 6 (Six) years for commercial purposes i.e. for their offices purposes/stores/Sale-cum-Exhibition/Educational Institute. The Food Court, Office Purpose/Institute/ premise as mentioned at **ANNEXURE-A** to the tender documents on the website can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43, Assistant Controller (F&A), Station Supervisor, ISBT-43 and Care Taker (Bus Stand) Chandigarh. The bidders are advised to read the important instructions of the tender documents on the website and also advise to inspect the premises and only after inspection and considering the important instructions, they may quote their rates.
- ii) E-bids are invited for the allotment of the above Food Court, Office Purpose/Institute in three ways tendering process i.e. Bid Security/EMD, Technical Bid and Financial Bid separately.

Financial Bids of only those agencies/firms/Parties/Organisations/individual will be opened whose Business as mentioned in the Technical Bid is found to be in order/technically suitable based upon assessment made of credentials etc of the tenderer. i.e. it is not prejudicial or detrimental to the financial/operational interest of CTU. The said decision shall be binding in all respect on the Tenderers. In case successful bidder backs out, the CTU will be at liberty to consider the claim of H2 at the current prevailing rates of premises and to consider offering the allotment at the rate quoted by the highest bidder. However, the Director Transport, UT, Chandigarh reserves the right to accept or reject the bid without assigning any reasons.

- iv) Conditional/telegraphic tender/tender received through fax, tenders without earnest money and receiving after due date and time and submitted not on the prescribed form shall not be entertained.
- v) The EMD of the unsuccessful bidders shall be returned after the allotment of site. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited and the bidder shall be black listed for any future contract as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009.

- vi) The individuals//firms/Organisations/Banks/Companies/Multinational Companies/ Institutions who are debarred/ blacklisted/prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/Undertakings/Court of law need not apply
- vii) The bidder shall submit an undertaking/affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public that he/his/firm/ Organisation has not been blacklisted/debarred/prosecuted by Chandigarh Administration or any other authority to participate in the tender and no payment of any state/UT/Central Govt/Undertaking/Body is outstanding against him/his firm. (as per specimen enclosed in the tender documents)
- viii) The Bidder shall submit the balance sheet of last two years (2016-2017 and 2017- 2018) having turnover of Rs. 50,00,000/- (Rupees Fifty Lakh only) annually in each year of the same field/Business duly audited by the Chartered Accountant alongwith the attested copy of valid Income Tax Returns of two years (2016-2017 and 2017-2018) with the technical bid.
- ix) The validity of the tender is 180 days from the date of receipt of the tender/bid.

(B) TERMS AND CONDITIONS:-

1. The license shall be for a period of 6 (six) years initially commencing from the date of physical possession of the site/premise with annual increase of 10% of the immediately preceding monthly license fee.
2. The licence may be renewed by the Director Transport, U.T., Chandigarh after its expiry on such terms and conditions as may decide by the department or on mutual consent. The licensee shall not claim extension or renewal of licence as a matter of right.
3. The e-Tender must be accompanied by the scanned copy of FDR/Bank Guarantee drawn on any Scheduled Bank in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-I, Chandigarh. Original FDR/Bank Guarantee should be physically submitted by the tenderer on or before the stipulated date and time of mentioned in the tender notice and downloading of technical bid to the office of Director Transport, U.T., Chandigarh. Earnest money shall not be accepted through cheque at any circumstances. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender.
4. The licensee shall regularly pay the monthly license fee in advance online (through website of CTU i.e. chdctu.gov.in) on or before the 10th day of every month (if 10th happen to be holiday than next working day will be due date) to the Director Transport, UT., Chandigarh failing which a penalty at the rate of 1% of the outstanding license fee per day will be imposed till the license fee is paid. In case, the payment is to be made by Demand Draft, the same shall be deposited on or before 7th of every month., subject to condition the revised rate will be retrospectively plus all taxes (Central, State and U.T.) as applicable from time to time as per Govt. rate. No payment will be accepted through cheque in any case. However, the Director Transport reserves the right to reduce/waive off the penalty upon the satisfactory reasons of the case for delay in paying rent.

5. The individuals/Banks/Multinational Companies/Institutions/firms/Organisation will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009 including following types of situation:-
 - i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
 - ii) Advancing a claim on the basis of forged documents.
 - iii) Sale or supply of spurious items and providing public safety.
 - iv) Material concealments/suppression of facts or gross misrepresentation of facts.
 - v) Any other case or situation involving National Security.
 - vi) On breach of any of the terms and conditions of the tender/DNIT.
6. The licensee at the time of execution of agreement/license deed shall furnish a security deposited equal to four (4) monthly instalment of rent Plus the security increased correspondingly with the increase of the rent of every year during the contract period in the form of FDR from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh with its validity of 75 months. In the event of breach or non-observance of any of the terms and conditions of this licence deed, the Director Transport, U.T., Chandigarh may forfeit the security either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after he hands over the vacant possession of the premises in original state to the Director Transport, U.T., Chandigarh on the expiry of the licence/contract.
7. **The licensee shall take possession of the premises within fifteen days of the award of Letter of Intent (LOI), however licence fee shall be charged from the date of actual possession or the last day of expiry of 15 days from the date of issue the letter of intent (LOI), whichever is earlier.**
8. The licensee shall be responsible for providing official furniture/infrastructure in the premises as per requirement. Beside above, the licensee shall ensure proper hygienic conditions in and around the office. The individuals/companies/institutions/firms/Organisation shall renovate the premises at their own with cost at their end.
9. The licensee shall not be allowed extension of counter/additional space in any circumstances and the licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.
10. The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner.
11. The licensee shall be responsible to protect the Govt. property in his/her/their possession during the license period from any damage or loss and shall be responsible for maintaining perfect cleanliness in and around the premises. The Licensee shall pay for damage done by him/her or his/her servants or agents during the period of license to the property of the licensor.
12. The licensee shall install electricity meter at his own level from electricity department and intimate to this office after installation of electricity meter. Till the installation of electricity meter from electricity department, the licensee shall pay the electricity charges @ Rs. 6/- per unit of the actual consumption of sub-electricity meter at the time of depositing the licence fee/rent to the CTU. The

security deposited by the licensee with the Chandigarh Transport Undertaking shall be released after producing the "No Due Certification" (NDC) from the Electricity Department as well as from CTU in respect of payment of electricity bills of the premises. Licensee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh and also liable to pay any enhancement in the tariff of electricity/water by Electricity Department/Municipal Corporation/CTU during the currency of contract.

13. The licensee shall not use any electric appliance or any such other appliance without the prior permission and approval in writing of the Divisional Manager CTU & Director Transport, U.T, Chandigarh.
14. The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh for the purpose other than for which license has been given.
15. The licensee shall pay all the Central, State and local taxes for the time being imposed or assessed by the Competent Authority or levied in future from time to time including payment of stamp duty and or registration fee prescribed by the Competent Authority on the registration of Licence/Agreement deed.
16. The licensee shall obtain all the required permissions/licence from concerned authorities for running his/their business for commercial purpose i.e. Office purposes/Sale-cum-Exhibition/stores/Educational Institute at his own level and cost and shall obey all the rules/regulations applicable from time to time in this regard.
17. The licensee shall ensure good behaviour of him and his/their employees with the public.
18. It shall be the responsibility of the licensee to keep the space/building neat and clean, expenditure on the repair/renovation, if required during the period of licence shall be borne by the licensee.
19. The successful bidder shall submit a copy of verified antecedents of himself as well as of his/their staff deployed on the allotted site, from the Inspector General of Police, Chandigarh within one month from the date of actual possession.
20. No obnoxious Business shall be carried on in the premises. No other illegal activity shall be allowed to be carried by licensee and in case of such eventuality, all the responsibility or legal obligation fall upon the licensee.
21. Children below 18 years of age will not be employed under any circumstances at the offices purpose/stores/Sale-cum-Exhibition/Educational Institute.
22. The licensee shall also provide the drinking water taps/bathroom attachments/electric fittings/bulb/electric tubes, civil repair and in case these taps/bathrooms attachments /electric fitting/electric, bulb/tubes/water pipes, civil repair go out of order, shall replace/renovate the same immediately at their own cost.
23. The licensee shall at all the times without any hindrance, permit the duly authorized officers, servants of the Govt. to enter into and upon the premises for the purpose of inspection and enforcing all the terms and conditions of this licence.

24. The licensee will indemnify the Chandigarh Transport Undertaking and keep it harmless from all claims, demands, action, cause and charges to which the Chandigarh Transport Undertaking may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Chandigarh Transport Undertaking or arising out of any activity or negligence or commission of the licensee or its employees.
25. That the Director Transport, UT., Chandigarh shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises.
26. In case the area of operation is increased or decreased, the license fee can be accordingly increased or decreased on pro-rata basis by the Director Transport, U.T., Chandigarh.
27. The Licensee shall submit a passport size photograph along with specimen signatures duly attested by Gazetted Officer or Notary Public. He will also submit the proof of residence of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.
28. The licensee will be required to sign an agreement within 30 days from the date of possession of the premises or as specified by the Director Transport, U.T., Chandigarh containing the detailed terms and conditions in addition to the above conditions.

PENALTIES/TERMINATION OF CONTRACT.

29. The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence upto the maximum of Rs. 20,000/-.
30. In case of breach of any of the terms and conditions of this deed by the licensee, the licensor may terminate the licence by giving 15 days clear notice and grant the licence to other party at the risk of licensee and recover the loss if any caused to the licensor.
31. The licensor shall be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect.
32. On the termination of the licence in accordance with the Clauses of terms and conditions of this licence, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security deposited by the licensee along with interest thereupon.
33. The licensee may terminate the licence deed by giving 30 days clear notice in writing. The loss thus caused to Department on re-allotment of the contract of the premises shall be borne by the licensee.
34. The licensee shall deliver the vacant possession of the premises in original state to the Director Transport, UT., Chandigarh on the expiry or termination of the license.

35. On the termination of license under any of terms and conditions of the license:-
- i) The Licensee will deliver the vacant possession of the room in its original state to the licensor, failing which the room shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - ii) The amount of security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.

36. **ARBITRATION**

All disputes or differences arising out or in any way touching or concerning the deed whatsoever shall be dealt in accordance with the Arbitration and Conciliation Act 1916 as amended under therein from time to time.

37. **JURISDICTION**

Any dispute or differences or claim etc shall be subject to the exclusive jurisdiction of the Hon'ble Courts situated at Chandigarh only. No other Court shall have the jurisdiction to entertain or try any matter concerning this tender.

(C) **IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR FOOD COURT ONLY:-**

1. The rates of the articles to be sold in the premises shall be got approved by the licensee from the Director Transport, U.T. Chandigarh and the same shall be displayed in the premises as duly approved by the Department.
2. The licensee shall only be allowed to use cooking gas for cooking. Proper outlet for smoke through latest type of chimneys will only be made by the licensee.
3. The rates of items to be sold in the Shops shall be fixed in consultation with department. The rates shall be reasonable and the rates should not be charged above fixed rate or MRP in any manner and the same shall be increased or decreased in consultation with the Director Transport, U.T., Chandigarh.
4. The licensee shall obtain all the required permissions/licence from concerned authorities for running the business at the premises at his own level and shall obey all the rules/regulations applicable from time to time in this regard.
5. The bidder should have minimum experience of two years (out of last five years preceding the year 2017-18 in the relevant field of running food outlets i.e. as the same trade as the food court (copy of which as proof of experience alongwith work satisfactory certificate should be attached).
6. The bidder should have minimum turnover of Rs. 50, 00,000/- (Rupees Fifty lakh only) in the last two balance sheets for the year ending 31.3.2017 and 31.3.2018 in the same trade (in the case of food court only) duly attested or approved by the C. A. (copy of which should be attached).
7. The bidder should submit the copy of valid Income Tax Return of last two years with the technical bid.
8. The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner. One base meal/beverage will be provided by licensee at the affordable rate for the common man.

9. The licensee should have Food License certificate from the competent authority in respect of business for the Food Court.

The tender without above these documents shall liable to be rejected straightway.

10. The licensor reserves the rights to inspect the premises at any time during the period of contract and if found unhygienic, the penalty will be imposed or the contract will be cancelled.

11. The licensee of food court shall provide following:

- i) Ice Cream Parlor.
- ii) Soft Drink.
- iii) Tea/Coffee.
- iv) Bakery Section
- v) Sweet Section
- vi) Snacks Section
- vii) Food Section

UNDERTAKING BY THE BIDDER ON STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1ST CLASS/NOTARY PUBLIC.

1. I, Sh. _____ S/o Sh. _____
Working as _____ of the firm namely
M/s. _____ are
duly authorized to apply for this Tender.
2. I, the undersigned, have read and understood the above detailed terms and conditions as well as Tender Notice and undertake to abide by them.
3. I under that the I/my firm/bank/company/firm has not been blacklisted prosecuted by the Central/UT/State Government/ undertaking/Board/ Corporation/Authority/ Court of Law.
4. I undertake that that I/My firm/Bank/Company/Firm have been blacklisted /prosecuted by the Central/UT/State Government/Undertaking/Board/ Corporation /Authority/Court of Law and **presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.**
5. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/tenderer/firm/company anywhere in India and no dues/ outstanding of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

Signature of the Tenderer

Name of the Tenderer _____

(In Capital Letter)

Address _____

Tel/Mob No. _____

Email Address. _____

PAN/TAN No. _____